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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

ROBERT N. DANIELS, Plaintiff and Appellant, v. SPECIALIZED LOAN SERVICING, LLC, Defendant and Respondent.	B292604 (Los Angeles County Super. Ct. No. BC641700)

APPEAL from a summary judgment of the Superior Court of Los Angeles County, Richard E. Rico, Judge. Affirmed.

Law Offices of Richard D. Farkas and Richard D. Farkas for Plaintiff and Appellant.

The Ryan Firm, Timothy M. Ryan and Andrew J. Mase for Defendant and Respondent.

I. INTRODUCTION

Plaintiff Robert N. Daniels appeals from a summary judgment. Finding no error, we affirm.

II. BACKGROUND

A. *Summary of Facts*[1]

On November 2, 2006, plaintiff obtained a loan from a lender (Lender), and signed an adjustable rate note (the promissory note), stating that "[i]n return for a loan that I have received, I promise to pay [$1.5 million] . . . [in] 'principal' . . . plus interest, to the order of the Lender." The loan was secured by a deed of trust, which encumbered plaintiff's property located in Malibu, California (the Property).

Pursuant to the deed of trust, plaintiff agreed to "pay when due the principal of, and interest on, the debt evidenced by the [promissory note]." Plaintiff further agreed to pay "Escrow Items," which included property tax payments. Specifically, the deed of trust required plaintiff to pay the Lender for Escrow Items, unless the Lender waived this requirement, in which case plaintiff was required to pay the Escrow Items "directly, when and where payable." If plaintiff failed to pay an amount due for Escrow Items, including for property taxes, the Lender was permitted to "exercise its rights under Section 9 and pay such amount and [plaintiff would] then be obligated under Section 9 to repay to Lender any such amount." Section 9 of the deed of trust

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[1] All facts are considered undisputed for purposes of summary judgment.

provided that "[a]ny amounts disbursed by Lender under this Section 9 shall become additional debt of [plaintiff] secured by this Security Instrument. These amounts shall bear interest at the [promissory note] rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to [plaintiff] requesting payment." If plaintiff breached his obligations, the deed of trust permitted the Lender, upon providing notice of default, to sell the property and pursue other remedies. The Lender waived the requirement that plaintiff pay the Escrow Items to it, and thus plaintiff was obligated to pay property taxes directly to the Los Angeles County Tax Collector.

Defendant Specialized Loan Servicing, LLC (SLS) began servicing the loan in March 2010. At that time, plaintiff was current on his loan obligations.

In or about November 2011, plaintiff defaulted on the loan. Plaintiff also failed to pay property taxes for the Property in 2011 and 2012. On May 28, 2014, SLS paid $39,834.76 to the Los Angeles County Tax Collector for the delinquent property taxes, pursuant to the terms of the deed of trust, and established an escrow account. On June 13, 2014, SLS sent plaintiff a letter advising him that SLS had paid the tax bill on plaintiff's behalf.[2]

Plaintiff alleged he contacted SLS to explain his inability to make mortgage payments. SLS then allegedly told plaintiff to miss required payments in order to qualify for a loan modification. Plaintiff allegedly did as SLS suggested. SLS, however, proceeded to schedule a trustee sale of the Property. As a result of these alleged acts, plaintiff filed a complaint against SLS on August 22, 2014, for various causes of action, including

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[2] SLS referred to the property tax payment as an "advance," but did not explain its use of this term.

breach of contract, breach of fiduciary duty, and unlawful business practices (2014 complaint).[3]

On November 12, 2014, the parties executed the Confidential Compromise, Settlement, and Release Agreement (Settlement Agreement) to settle the 2014 complaint. Pursuant to the Settlement Agreement, the parties recited that "Plaintiff asserted claims in the Litigation relating to a loan (the Loan), repayment of which is secured by a deed of trust." The Settlement Agreement did not further describe the term "Loan," but stated that plaintiff "may reinstate the Loan in full by remitting a payment to SLS in the amount of $222,250.39," by November 14, 2014. SLS agreed that "[u]pon receipt and application of the Reinstatement Payment to the Loan, Defendants [including SLS] will waive $9,908.50 in late charges that Plaintiff would otherwise owe on the Loan, SLS will return the Loan to normal servicing, and rescind the Notice of Default which was recorded on May 14, 2012." Plaintiff agreed to dismiss with prejudice the 2014 complaint, withdraw each lis pendens he recorded, and waive all rights and benefits afforded under Civil Code section 1542.

The Settlement Agreement specified the consideration provided by each of the parties as follows: "Consideration. Plaintiff's option to reinstate the loan for $222,250.39 by November 14, 2014 includes a waiver by Defendants of $9,906.50 in late charges that Plaintiff owes on the Loan. This waiver of late charges and the Waiver described in Section 3.A. above [waiving costs and fees] is the consideration afforded to Plaintiff by Defendants under this Agreement and the terms herein,

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[3] Plaintiff also filed suit against U.S. Bank, National Association, as trustee. U.S. Bank is not a party to this case.

including but not limited to the release." The Settlement Agreement made no reference to the tax payments that SLS had made on plaintiff's behalf or to any other Escrow Items.

Plaintiff timely made the $222,250.39 payment. SLS then waived $9,908.50 in late charges, rescinded the notice of default that was previously recorded on title to the Property, applied the $222,250.39 to the loan, and allowed plaintiff to reinstate the loan. In SLS's view, "[a]fter the payment of $222,250.39, Plaintiff's loan was contractually current, but had an escrow balance of negative $32,246.37 which consisted of the money previously paid by SLS on Plaintiff's behalf."

SLS then sent notices to plaintiff that he owed SLS for past due amounts, citing the escrow.[4] Plaintiff refused to pay, asserting that the Settlement Agreement had resolved any debt incurred for the property taxes paid by SLS. On June 24, 2016, plaintiff's attorney sent SLS a letter stating that he represented plaintiff and demanding, among other things, that SLS reinstate plaintiff's loans to be current. That letter did not expressly request that all communications regarding plaintiff's debt be addressed to the attorney. On March 26, 2017, SLS sent plaintiff a notice of default and intent to foreclose.

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[4] Escrow items, such as property taxes, are assessed on a monthly basis. (Civ. Code, §§ 2954, 2954.1.) The record indicates SLS sent plaintiff monthly bills comprised of the principal, the interest on the principal, and the escrow amounts.

B. *Procedural History*

On November 22, 2016, plaintiff filed his complaint against SLS for breach of written contract, breach of the implied covenant of good faith and fair dealing (implied covenant breach), unlawful business practices in violation of Business and Professions Code section 17200, declaratory relief, accounting, and violation of the federal Fair Debt Collection Practices Act (FDCPA; 15 U.S.C. § 1692 et seq.) and the Rosenthal Fair Debt Collection Practices Act (Rosenthal Act; Civ. Code, §§ 1788-1788.32). Plaintiff filed his first amended complaint on October 3, 2017, alleging the same six causes of action. Plaintiff alleged, among other theories, that defendant breached the Settlement Agreement by attempting to recover property tax payments which purportedly had been satisfied when he made the $222,250.39 payment. Plaintiff also alleged SLS failed to notify all credit agencies that plaintiff's loan was current.

On May 4, 2018, SLS filed a motion for summary judgment, or in the alternative summary adjudication. We will discuss the arguments regarding the specific causes of action below. On August 2, 2018, the trial court issued its ruling granting summary judgment in favor of defendant. On September 7, 2018, plaintiff filed his notice of appeal.

III. DISCUSSION

A. *Summary Judgment Standard of Review*

The standard of review for summary judgment is well settled. "[T]he party moving for summary judgment bears an

initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact; if he carries his burden of production, he causes a shift, and the opposing party is then subjected to a burden of production of his own to make a prima facie showing of the existence of a triable issue of material fact . . . . A prima facie showing is one that is sufficient to support the position of the party in question." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850-851; *Canales v. Wells Fargo Bank, N.A.* (2018) 23 Cal.App.5th 1262, 1268.) "In reviewing a grant of summary judgment, we independently evaluate the record, liberally construing the evidence supporting the party opposing the motion, and resolving any doubts in his or her favor. [Citation.] As the moving party, the defendant must show that the plaintiff has not established, and reasonably cannot be expected to establish, one or more elements of the cause of action in question." (*Patterson v. Domino's Pizza, LLC* (2014) 60 Cal.4th 474, 499-500.) "'[T]he scope of the issues to be properly addressed in [a] summary judgment motion' is generally 'limited to the claims framed by the pleadings. [Citation.] A moving party seeking summary judgment or adjudication is not required to go beyond the allegations of the pleading, with respect to new theories that could have been pled, but for which no motion to amend or supplement the pleading was brought, prior to the hearing on the dispositive motion. [Citations.]'" (*Jacobs v. Coldwell Banker Residential Brokerage Co.* (2017) 14 Cal.App.5th 438, 444.)

Plaintiff contends that the trial court erred in granting summary judgment on each of his causes of action. For the reasons discussed below, we conclude that SLS was entitled to judgment as a matter of law. Thus, the trial court did not err.

B. *Breach of Contract Cause of Action*

"[T]he elements of a cause of action for breach of contract are (1) the existence of the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to the plaintiff." (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) Plaintiff initially contends that his contract cause of action "should have proceeded to trial" on the issue of whether SLS breached the Settlement Agreement by failing to "reinstate the [L]oan in full." (Underscoring omitted.) We disagree.

SLS met its initial burden of production to demonstrate that it did not breach the Settlement Agreement. Indeed, plaintiff did not dispute that "SLS waived $9,908.50 in late charges[;]" . . . "SLS rescinded the notice of default[;]" . . . and "[a]fter the payment of $222,250.39, Plaintiff's loan was reinstated and contractually current."

Nonetheless, plaintiff argues that SLS breached the Settlement Agreement's requirement to "reinstate the [L]oan in full" by later seeking to recover from plaintiff the tax payments that SLS had made on his behalf. (Underscoring omitted.) In plaintiff's view, the term "reinstate the Loan in full" required that "the previously-advanced sums [i.e. property tax payments], . . . were to have been satisfied by [plaintiff's] settlement payment." Plaintiff's argument is not supported by the plain language of the Settlement Agreement.

First, the Settlement Agreement did not reference tax payments or any Escrow Items at all. Although the Settlement Agreement required SLS to "[w]aive $9,908.50 in late charges," it did not similarly require SLS to waive or forgive any other debt,

such as Escrow Items or tax payments. (*Dameron Hospital Assn. v. AAA Northern California, Nevada & Utah Ins. Exchange* (2014) 229 Cal.App.4th 549, 567 [mutual intention of contracting parties at time of contract formation is ascertained solely from written contract if possible]; *American Alternative Ins. Corp. v. Superior Court* (2006) 135 Cal.App.4th 1239, 1245 [same]; see Civ. Code, § 1639.)

Moreover, plaintiff's interpretation of "reinstate the Loan in full" as requiring the forgiveness of debt is inconsistent with the meaning of the term "reinstate," which is "[t]o place again in a former state or position; to restore." (Black's Law Dict. (10th ed. 2014) p. 1477, col. 1.) As plaintiff concedes, SLS rescinded the notice of default and at least initially reinstated the loan. In other words, SLS placed plaintiff's loan in its former position. But SLS did not agree to forgive any debt.[5]

Moreover, under the terms of the deed of trust, SLS was entitled to recover the tax payments it made on plaintiff's behalf, and if plaintiff breached its obligation to repay the tax payment, to provide a notice of default and sell the property. SLS did not

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[5] Plaintiff does not raise any arguments about how we should interpret the term "Loan" as used in the Settlement Agreement. That term is not defined in the agreement. In our view, the term "Loan" refers to the $1.5 million debt that plaintiff owed to SLS. And plaintiff stated in his opposition to the summary judgment motion that the term "Loan" referred to "this mortgage loan." Even assuming that "Loan" was as defined in the deed of trust, that is, "all sums due under this Security Instrument," because SLS was only required to reinstate the loan, that is, place the loan in its former state, SLS did not breach the Security Agreement by failing to forgive the tax payments.

forego these rights in the Settlement Agreement and thus did not breach the agreement when it sought to exercise its rights by noticing a default.[6]

Based on the undisputed facts, SLS met its burden of production that it performed its obligations under the Settlement Agreement. Plaintiff failed to produce a triable issue of material fact demonstrating that SLS breached the agreement. The trial court therefore did not err by entering judgment in favor of SLS on the breach of contract cause of action.

C. *Implied Covenant Breach and Unlawful Business Practices Causes of Action*

Plaintiff's causes of action for implied covenant breach and unlawful business practices were derivative of his breach of contract action; and for the same reasons that plaintiff could not prevail on his breach of contract cause of action, he also could not prevail on these causes of action, as a matter of law. (See *Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222

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[6] Under Section 22 of the deed of trust, before seeking repayment in full, SLS was required to send notice to plaintiff for any breach of any covenant or agreement, specifying the default, the action required to cure the default, the date by which to cure the default, and that failure to cure by the date specified may result in "acceleration of the sums secured by this Security Instrument and sale of the Property." Further, the deed of trust provided that "[i]f the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law."

Cal.App.3d 1371, 1395 ["If the allegations (for implied covenant breach) do not go beyond the statement of a mere contract breach and, relying on the same alleged acts, simply seek the same damages or other relief already claimed in a companion contract cause of action, they may be disregarded as superfluous as no additional claim is actually stated"]; *Daniels v. Select Portfolio Servicing, Inc.* (2016) 246 Cal.App.4th 1150, 1186-1187 [unlawful business practices cause of action predicated on another failed cause of action likewise fails].) The trial court thus did not err in granting summary judgment on these causes of action.

D. *Accounting Cause of Action*

Plaintiff contends that his fifth cause of action for accounting should have proceeded to trial because "an accounting is necessary to ascertain a certain calculation" (emphasis omitted), and "[t]he sole means of ascertaining such information and documentation are within the control of the Defendant[]." "An accounting is an equitable proceeding which is proper where there is an unliquidated and unascertained amount owing that cannot be determined without an examination of the debits and credits on the books to determine what is due and owing. [Citations.] Equitable principles govern, and the plaintiff must show the legal remedy is inadequate . . . . If an ascertainable sum is owed, an action for an accounting is not proper. [Citation.] Generally, an underlying fiduciary relationship, such as a partnership, will support an accounting, but the action does not lie merely because the books and records are complex. [Citations.] *Some underlying misconduct on the part of the defendant must be shown to invoke the right to this equitable*

remedy." (*Prakashpalan v. Engstrom, Lipscomb & Lack* (2014) 223 Cal.App.4th 1105, 1136-1137, italics added; accord, *Green Valley Landowners Assn. v. City of Vallejo* (2015) 241 Cal.App.4th 425, 442.)

For the reasons discussed above, plaintiff cannot establish that the Settlement Agreement precluded SLS from recovering the property tax payments, and thus plaintiff has failed to demonstrate that SLS engaged in misconduct by attempting to do so. SLS met its burden of persuasion and is entitled to judgment as a matter of law on this cause of action.

E. *Debt Collection Acts Cause of Action*

Plaintiff contends that the trial court erred in granting summary judgment on his sixth cause of action, which alleged violations of both the FDCPA and the Rosenthal Act. As these are different statutes, we address each separately and conclude the trial court did not err.

1. FDCPA

"'[T]o prevail on an FDCPA claim, a plaintiff must prove that (1) [s]he was the object of collection activity arising from consumer debt, (2) the defendant is a debt collector within the meaning of the statute, and (3) the defendant engaged in a prohibited act or omission under the FDCPA. [Citation.]'" (*O'Neil-Rosales v. Citibank (South Dakota) N.A.* (2017) 11 Cal.App.5th Supp. 1, 7; *Schlegel v. Wells Fargo Bank, NA* (9th Cir. 2013) 720 F.3d 1204, 1208-1209; *In re Nordeen* (Bankr. 9th Cir. 2013) 495 B.R. 468, 488-489.)

SLS argued, and the trial court agreed, that, as a matter of law, it was not a "debt collector" as defined in the FDCPA. Plaintiff argues on appeal that SLS is a debt collector because it referred to itself as such in its communications to plaintiff and is licensed as a debt collector throughout the country. Plaintiff's argument is without merit as the question before us is whether SLS is a debt collector for purposes of the FDCPA. That statute defines "debt collector" as "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another . . . . For the purpose of section 1692f(6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests." (15 U.S.C. § 1692a(6).) As an initial matter, it is unclear that SLS meets the broad definition of debt collector provided in the statute. (See *Obduskey v. McCarthy & Holthus LLP* (2019) __ U.S.__, 139 S.Ct. 1029, 1038 ["but for § 1692f(6), those who engage in only nonjudicial foreclosure proceedings are not debt collectors within the meaning of the (FDCPA)"]; *Schlegel v. Wells Fargo Bank, NA, supra*, 720 F.3d at p. 1209 [bank was not debt collector because its "'principal purpose'" was not debt collection and it only collected debts owed to itself, not to "'another'"]; *In re Nordeen, supra*, 495 B.R. at pp. 488-489 [a servicer of a loan was not a "debt collector" under FDCPA]; *Oldroyd v. Associates Consumer Discount Co./PA* (E.D.Pa. 1994) 863 F.Supp. 237, 241-242 [defendant not "debt collector" under FDCPA because defendant's principal business was loan servicing, not debt

collection, and defendant did not collect any debts owed to any entity other than itself].)

Even assuming for purposes of argument that plaintiff could demonstrate that SLS met the broad definition of "debt collector" provided in Title 15 United States Code section 1692a, SLS fits squarely in at least two exclusions provided in that section: "The term does not include— . . . (A) any officer or employee of a creditor while, in the name of the creditor, collecting debts for such creditor . . . [¶] . . . [¶] [and] (F) any person collecting or attempting to collect any debt owed or due or asserted to be owed or due another to the extent such activity (i) is incidental to a bona fide fiduciary obligation or a bona fide escrow arrangement; (ii) concerns a debt which was originated by such person; (iii) concerns a debt which was not in default at the time it was obtained by such person . . . ." (15 U.S.C. § 1692a(6).)

SLS, as a creditor, attempted to collect from plaintiff debts that he owed to SLS. (15 U.S.C. § 1692a(6)(A).) Moreover, SLS's collection activity was incidental to its bona fide escrow arrangement and concerned a debt that originated from SLS and was not in default at the time it was obtained by SLS. (15 U.S.C. § 1692a(6)(F).) Thus, SLS was not a debt collector for purposes of the FDCPA.

2. Rosenthal Act

Plaintiff next contends that the trial court erred in granting summary judgment on his Rosenthal Act claim because he met his burden of proof on summary judgment of demonstrating violations of Civil Code section 1788.10, subdivision (e) and section 1788.14, subdivision (c). We disagree.

Civil Code section 1788.10, subdivision (e) provides: "No debt collector shall collect or attempt to collect a consumer debt by means of the following conduct: [¶] . . . [¶] The threat to any person that nonpayment of the consumer debt may result in the . . . attachment or sale of any property . . ., unless such action is in fact contemplated by the debt collector and permitted by the law[.]" According to plaintiff, this cause of action should have proceeded to trial because "Plaintiff was contacted by [SLS], who attempted to collect amounts from plaintiff to which they were not entitled." But as we discussed above, the deed of trust entitled SLS to seek repayment of the property taxes. The deed of trust also permitted SLS to notice a default and sell the property if plaintiff did not repay the debt. (See Civ. Code, § 2924.) Thus, contrary to plaintiff's assertion, SLS's threatened action, to foreclose on the property, was permitted by law.[7]

Civil Code section 1788.14, subdivision (c) provides in relevant part: "No debt collector shall collect or attempt to collect a consumer debt by means of the following practices: [¶] . . . [¶] . . . Initiating communications, other than statements of account, with the debtor with regard to the consumer debt, when the debt collector has been previously notified in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the consumer debt and such notice includes the attorney's name and address *and a request by such attorney that all communications regarding the consumer debt be addressed to such attorney,* unless the attorney fails to answer correspondence, return telephone calls, or discuss the obligation in question." (Italics added.)

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[7] Plaintiff does not dispute that SLS contemplated selling the property.

In its motion for summary judgment, SLS contended it did not violate Civil Code section 1788.14, subdivision (c) because plaintiff failed to plead that his attorney requested "that all communications regarding the consumer debt be addressed to such attorney." "'[W]here the defendant asserts a failure of the complaint to state a cause of action, the summary [judgment] motion is tantamount to a motion for judgment on the pleadings.' [Citation.] On review of a judgment on the pleadings, we must accept the plaintiff's factual allegations as true, giving them a liberal construction and determine whether those allegations are sufficient to constitute a cause of action." (*Fenn v. Sheriff* (2003) 109 Cal.App.4th 1466, 1491.)

In the first amended complaint, plaintiff alleged that his attorney sent a letter to SLS demanding that it: reinstate the loan as current; reverse all delinquent charges, including late charges, interest, or penalties; notify all credit agencies that plaintiff's loan was current; and issue all required tax and mortgage interest statements. Plaintiff also alleged that SLS "has continued . . . to send [p]laintiff harassing and threatening collection demand letters, and has continued to attempt to communicate directly with [p]laintiff, despite knowledge that [p]laintiff is represented by counsel." However, plaintiff did not plead that his attorney requested all communications regarding the consumer debt be addressed to the attorney. Moreover, a review of the evidence in the record indicates that on June 24, 2016, plaintiff's attorney sent a letter to SLS as alleged in the first amended complaint, but he did not request that all communications regarding the consumer debt be addressed to the attorney. Plaintiff also did not assert that he should be granted leave to amend to cure any deficiencies in his pleadings.

On appeal, plaintiff does not address his failure to allege this element of a Rosenthal Act violation. Instead, plaintiff repeats that his attorney advised SLS that plaintiff was represented by counsel but SLS continued to send plaintiff "harassing and threatening collection demand letters." Plaintiff has thus failed to demonstrate a violation of Civil Code section 1788.14, subdivision (c), and SLS is entitled to judgment as a matter of law.

G. *Declaratory Relief Cause of Action*

Finally, we conclude that the trial court did not err in granting summary judgment on the declaratory relief cause of action. "'The fundamental basis of declaratory relief is the existence of an *actual, present controversy* over a proper subject.'" (*City of Cotati v. Cashman* (2002) 29 Cal.4th 69, 79.) "Summary judgment is appropriate in a declaratory relief action when only legal issues are presented for the court's determination. [Citation.] The defendant's burden in a declaratory relief action 'is to establish the plaintiff is not entitled to a declaration in its favor. It may do this by establishing (1) the sought-after declaration is legally incorrect; (2) undisputed facts do not support the premise for the sought-after declaration; or (3) the issue is otherwise not one that is appropriate for declaratory relief.'" (*California Public Records Research, Inc. v. County of Yolo* (2016) 4 Cal.App.5th 150, 185; *Gafcon, Inc. v. Ponsor & Associates* (2002) 98 Cal.App.4th 1388, 1401-1402 (*Gafcon, Inc.*).)

Plaintiff sought a declaration that: SLS violated the Settlement Agreement and the loan; SLS improperly calculated amounts due under the loan; SLS made incorrect negative credit

reports; and SLS violated the state and federal debt collection acts. As explained above, SLS did not violate the Settlement Agreement, was entitled to recover the tax payments, and did not violate either the federal or state debt collection acts. Therefore, it was entitled to judgment as a matter of law on all of plaintiff's other causes of action. The "undisputed facts do not support the premise for the sought-after declaration." (*Gafcon, Inc., supra*, 98 Cal.App.4th at p. 1402.)

IV. DISPOSITION

The judgment is affirmed. Defendant Specialized Loan Servicing, LLC is entitled to recover its costs on appeal.

KIM, J.

We concur:

BAKER, Acting P. J.

MOOR, J.